

EXHIBIT F



**GAYLORD
TEXAN®**

**AGREEMENT BETWEEN
Ramsey Solutions
and
Gaylord Texan Resort & Convention Center**

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Gaylord Texan Resort & Convention Center, 1501 Gaylord Trail, Grapevine, TX, 76051, (817) 778-1000 and Ramsey Solutions.

ORGANIZATION: Ramsey Solutions
CONTACT:
Name: Joe Leavitt
Job Title: Director of Event Production
Street Address: 1749 Mallory Lane
City, State, Postal Code: Brentwood, TN
Country: USA
Phone Number: (877) 410-3283 x5503
Email Address: joel@daveramsey.com

NAME OF EVENT: Ramsey Solutions EntreLeadership Summit May 2021
REFERENCE #: M-A3D9XGL
OFFICIAL PROGRAM DATES: Friday, May 14, 2021 – Thursday, May 20, 2021
ANTICIPATED ATTENDANCE: 2,000

GUEST SLEEPING ROOM BLOCK

The following guest sleeping rooms have been reserved for the Group on the dates set forth below (the "Room Block") for the Ramsey Solutions EntreLeadership Summit - 2021 (the "Event"):

Room Type	Fri 5/14/21	Sat 5/15/21	Sun 5/16/21	Mon 5/17/21	Tues 5/18/21	Wed 5/19/21	Total
Run of House	-	53	1,129	1,129	1,129	360	3,800
Executive Suite	-	5	30	30	30	30	125
Deluxe Suite	-	5	30	30	30	30	125
Presidential Suite	-	6	6	6	6	6	30
Lone Star Tower	-	20	200	200	200	50	670
Staff	20	41	80	80	80	80	381
Total	20	130	1,475	1,475	1,475	556	5,131

We will reserve the room block noted above until Friday, December 22, 2017. Due to the very high demand we anticipate over these dates, the Hotel reserves the right to release your first option if we have not received the signed copies of the Agreement verifying confirmation by this time. In the event we have a definite request for these dates prior to your option date, we will contact you for a decision. You will have one (1) business day to either return the signed contract, or release the option.

1501 Gaylord Trail – Grapevine, TX, 76051 – Telephone (817) 778-1000

GROUP ROOM RATES

The confirmed net, non-commissionable per night room rate for the 2021 Event will be:

Single/double/triple/quad occupancy	\$239.00
rooms:	
Staff:	\$143.40
Lone Star Tower:	\$279.00
Executive Suites:	\$625.00
Deluxe Suites:	\$850.00
Presidential Suites:	\$2500.00

Applicable taxes will be added to room rates (currently 13% occupancy tax).

Subject to availability, Group rates will apply three (3) days prior to, and three (3) days following, the dates of the Event. Children twelve (12) years and under are free when occupying the same room as their parents.

RESORT FEE

The prevailing daily resort fee, currently \$20.00 plus applicable tax, will be added to the guest room rate. This fee will cover several in-room amenities which will include:

- Wired and wireless high-speed internet access
- Fitness Center, and resort pools access
- Two bottles of water a day
- Discounted individual transportation service, City of Grapevine Shuttle
- Complimentary access to Glass Cactus Nightclub for two, open Fri- Sat only, ages 21 and up
- Local (817) phone calls
- Domestic long distance phone calls
- Complimentary access to Paradise Springs for four guests with standard room, and 6 guests with a suite. Open seasonally only from Memorial Day to Labor Day

The above resort fee is subject to applicable tax which is currently thirteen percent (13%) and is subject to change without notice.

Please note that the parking fee is currently \$22.00 for self-parking and \$31.00 for valet parking plus applicable tax, currently 8.25%.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Ransey Solutions has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events does not apply to Events booked by or on behalf of any governmental entity, including any federal, state or local agency or any other governmental body, and hotels may not award Points or airline miles to a government employee (or an intermediary booking on behalf of a governmental entity) in connection with the Rewarding Events program or otherwise in connection with planning, scheduling or contracting for an Event.

CHECK ONE OPTION BELOW:

- ☐ Award Points to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____
Rewards Program Member Number _____
- ☐ Award Airline Miles to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____

Rewards Program Member Number _____
Airline frequent flier account number _____
Name of airline _____

- ☐ **Decline to Award Points or Airline Miles.** The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available online at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

RESERVATIONS PROCEDURE

Please indicate which of the following procedures will be used by your group:

☒ Individual Reservations for the Event will be made by individual attendees directly with Marriott reservations at (817) 778-2000.

☒ Rooming List. *SWP & VSP*

At the Group's request, Hotel's transient in-house guest list will be compared with the Group's registration list. Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's final pickup.

If names are found on the Group's registration list and on the Hotel's transient in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pickup as well as possibly increasing the complimentary credits earned.

Hotel will provide Group a weekly guestroom pickup report starting 45 days prior to the established cut-off date.

GROUPMAX SYSTEM/PASSKEY - HOUSING OPTION

Gaylord Texan Resort & Convention Center currently offers you the services of GroupMax/Passkey – an online group reservation management solution that allows meeting planners a 24-hour real-time visibility into room pickup, registration activity, and more. We can also create a custom web page for your group that allows attendees to book rooms, request special services and make last-minute changes, all maintained in a centralized database accessible only to the hotel and the meeting planner.

Passkey is currently available on a complimentary basis. Ask your Sales or Event Manager at Gaylord Texan Resort & Convention Center for more information on this exciting technology.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or be guaranteed by Ramsey Solutions. Hotel will not hold any reservations unless secured by one of the above methods. Credit cards will be charged prior to arrival.

If rooms are not guaranteed to the Group's master account, a deposit equal to one night's stay is required to hold each individual's reservation. Should a guest cancel a reservation, the deposit will be refunded if notice is received at least three (3) working days prior to arrival, and a cancellation number is obtained.

NO ROOM TRANSFER BY GUEST

Ramsey Solutions agrees that neither Ramsey Solutions nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Ramsey Solutions reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

CUTOFF DATE

Reservations by attendees must be received on or before, Friday, April 23, 2021 (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Ramsey Solutions group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Ramsey Solutions' obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

CHECK-OUT TIME

Check-in time is 4:00 p.m. local time. Check-out time is 11:00 a.m. local time. Anyone checking out after 11:00 a.m. local time may incur late charges. Special arrangements can be made for late check-outs based on availability, and/or luggage can be stored for individuals with later departures.

COMPLIMENTARY POLICY

We are pleased to extend to your group one complimentary single room (1) per every 45 rooms utilized at the group rate during your meeting. Any rooms with rates discounted below the group rate will not be calculated in the complimentary allotment. This number is determined by the actual rooms occupied by your group on a cumulative basis divided by 45.

The following suites have a value of more than one unit:

Presidential Suite	- 6 room nights
Deluxe Suite	- 4 room nights
Executive Suite	- 3 room nights

SPECIAL INCENTIVES

Provided that the Group utilizes 80% of the Room Block, we are pleased to provide, as special added incentives, the following:

- One (1) Complimentary GRAND Presidential Suite will be reserved for Dave Ramsey over the meeting dates
- Five (5) Presidential Suite upgrades at Negotiated group rate (noted in room block grid)
- Thirty (30) Deluxe Suites upgrades will be offered at group rate for VIPs/Speakers (noted in room block grid)
- Thirty (30) Executive Suites upgrades will be offered at group rate for VIPs/Speakers (noted in room block grid)
- Twenty (20) Celebrity Services Status, for designated recipients (some will be modified)
- 200 Lone Star Tower Rooms per night at \$279.00 (noted in room block grid)
- Up to 80 Staff Rooms at a discounted rate of \$143.40 (40% off group rate), as outlined in the room block grid
- Complimentary valet for up to 20 staff members
- Complimentary VIP round trip airport transfers from DFW International or Dallas Love Field for up to 10 speakers/VIPs
- Complimentary AM/PM Office breaks for up to 20 staff members
- \$5,000.00 flat fee for power requirements (NOT including service charge or labor)
- Wi-Fi Package \$65,000.00 (Plus Tax & Service Charge):
 - 200 Mbps Dedicated Bandwidth, to be allocated across up to 3 VLANs / SSIDs
 - Up to 30 Static IP Addresses
 - Up to 20 Wired Drops

- Access to in house lighting in General Session complimentary (Value \$780.00++ per day)
- Ten Percent (10%) Discount off current year banquet menu pricing (does not apply to custom menus, minimum must be met after discount is applied)
- Pre-Planning Visits – up to 20 room nights (additional at Staff Rate) based on availability. To include office, valet parking, airport transfers and Food & Beverage needs
- Audio-Visual Discount – PSA V: Hotel will offer a 40 % discount off prevailing published pricing guidelines for PSA V in-house inventory of equipment (excludes labor, rigging, truss, Event Technology Support (service charges), consumables, sales tax and shipping/delivery charges) if PSA V is selected as the sole provider for all AV Equipment & Services. If PSA V is not selected as the sole provider then all AV Equipment will be charged at a sliding scale. If total spend of audiovisual equipment and labor before discount and tax is:
 - o \$0 to \$40,000 then a 10% discount will be applied to audiovisual equipment
 - o \$40,001 to \$75,000 then a 15% discount will be applied to audiovisual equipment
 - o \$75,001 + then a 20% discount will be applied to audiovisual equipment. This discounting does not apply to consumables, labor, rigging, truss and Event Technology Support Fee (service charge).
- Credit to Master for 25% the value of Rigging motors and truss (excluding tax and service charge) Custom Rigging Package to be provided. PSA V is the exclusive provider of all rigging equipment, rigging & truss labor and truss equipment. Rigging equipment includes but is not limited to motors, points, cabling and truss.
- Complimentary corkage fee on Entre branded water bottles on main arrival registration day at Registration Desk location.
- \$2.00++ corkage fee on Entre Branded Water Bottles on beverage stations during sessions, Am/Pm breaks and meal functions.
- Complimentary storage of up to seven pallets no more than five days prior to event
- Complimentary access to one in room channel
- Complimentary marketing Fees up to \$50,000.00 (not including production or labor)
- Three (3) -Three nights stays to be used at our discretion (could be used as marketing incentives, contesting, etc.). To include:
 - o Complimentary Deluxe Suite for three (3) nights
 - o Celebrity Status
 - o Complimentary Round trip airport transfer
 - o Complimentary Welcome Amenity
 - o Two (2) Rounds of Golf
 - o One (1) Relache Spa treatment each for two (2) people - per gift certificate- total of two(2) treatments per certificate
 - o Dinner for two (2) at Old Hickory Steakhouse

TWO YEAR MULTI-YEAR CONCESSION PACKAGE

(ADD ON Gaylord Rockies or Gaylord Texan by December 22, 2017)

- ALL Single Year Concessions
- 15% Discount (instead of 10% in single year) on current year banquet menu (minimum must be met after discount is applied, discount not available on custom menus)
- \$25,000.00 Master Account credit toward (1) Catered Function

THREE YEAR MULTI-YEAR CONCESSION PACKAGE

(ADD ON Gaylord Rockies or Gaylord Texan by December 22, 2017)

- All Single and Two Year Concessions
- ALL MARKETING FEES WAIVED

In the event of reductions in the room night commitment of more than 20% the hotel may adjust any concessions previously offered in this agreement, including concessions offered on a complimentary basis, and may also adjust the functions space in direct proportion to the reduction in the room night commitment.

DEPOSITS

Seventy-five percent (75%) of the anticipated Group expenditures to be master billed, including all food and beverage charges, is due thirty (30) days prior to arrival. Until this pre-payment is made, the Hotel reserves the right to withhold any or all the services hereunder agreed to.

MASTER ACCOUNT

Hotel must be notified in writing at least 10 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Ramsey Solutions' credit. If credit is approved, the outstanding balance of Ramsey Solutions Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Ramsey Solutions will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Ramsey Solutions in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Ramsey Solutions has indicated that it has elected to use the following form of payment:

- ☐ Cash, money order, or other guaranteed form of payment
- ☐ Credit card (We accept all major credit cards)
- ☐ Company check or Electronic Funds Transfer
- ☒ Direct Bill

Ramsey Solutions may not change this form of payment.

In the event that credit is not approved, Ramsey Solutions agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

Please indicate which of the following will be billed to your master account

Room and tax (Entire group)	_____
Rooms and tax (VIPS and staff)	_____X_____
Authorized Food and Beverage	_____X_____
Incidental Charges <i>VSP / SQA</i>	_____X_____
Standard Gratuities	_____X_____

PROGRAM

We have reserved space for your meeting and social functions based on our understanding of your needs at this time, as set forth in the attached Program Schedule attached hereto and incorporated herein. Your execution of the Agreement will serve as your approval of the attached program schedule.

Provided that you utilize at least 80% of the Room Block, such meeting space will be provided complimentary.

We reserve the right to adjust the assignment of the Group's meeting and function space to a size appropriate for the number of expected attendees at each function.

Group will work with hotel at One (1) year before the groups arrival date to identify any potential unused space over event dates.

Sixty (60) days before the Group's arrival date, your Convention Services team must receive the Group's final agenda. At that time, all space unused by your group will be released back into the hotel's inventory. Any space

additional and/or changes to the agenda within 60 days will continue to be based on availability, and may incur additional room rental. Ramsey Solutions EntreLeadership Summit 2021.

Date	Day	Start Time	End Time	Post As/Signage	Function Space	Set-Up Style	Expected
5/15/2021	Sat	6:00 AM	11:45 PM	Office	Dallas 1-2	Special	1
5/15/2021	Sat	6:00 AM	11:45 PM	Storage	Dallas 5-7	Storage	1
5/15/2021	Sat	8:00 AM	11:45 PM	General Session Set Up	Texas Ballroom	Schoolroom	2,000
5/16/2021	Sun	1:00 AM	11:45 PM	Storage	Dallas 5-7	Storage	1
5/16/2021	Sun	1:00 AM	11:45 PM	Office	Dallas 1-2	Special	1
5/16/2021	Sun	1:00 AM	11:45 PM	General Session Set Up	Texas Ballroom	Schoolroom	2,000
5/16/2021	Sun	6:00 AM	11:45 PM	Speaker Room	Dallas 3-4	Special	1
5/16/2021	Sun	7:00 AM	11:45 PM	24 Hour Hold	Texas Prefunction AC		1
5/16/2021	Sun	8:00 AM	5:00 PM	Coffee Break	Texas Prefunction AC	Roll-In	1,500
5/16/2021	Sun	5:30 PM	7:30 PM	Dessert Reception	Texas Prefunction AC	Cocktail Rounds	2,000
5/16/2021	Sun	6:00 PM	11:45 PM	Registration	Center Prefunction	Registration	2,000
5/17/2021	Mon	1:00 AM	11:45 PM	General Session	Texas Ballroom	Schoolroom	2,000
5/17/2021	Mon	1:00 AM	11:45 PM	Speaker Room	Dallas 3-4	Special	1
5/17/2021	Mon	1:00 AM	11:45 PM	Storage	Dallas 5-7	Storage	1
5/17/2021	Mon	1:00 AM	11:45 PM	Office	Dallas 1-2	Special	1
5/17/2021	Mon	1:00 AM	11:45 PM	Registration	Center Prefunction	Registration	2,000
5/17/2021	Mon	1:00 AM	11:45 PM	24 Hour Hold	Texas Prefunction AC		1
5/17/2021	Mon	8:00 AM	5:00 PM	Coffee Break	Texas Prefunction AC	Roll-In	1,500
5/17/2021	Mon	6:00 AM	11:45 PM	VIP Lounge	Grapevine 1-6	Special	200
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Grapevine A, B	Theatre	500
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Grapevine C	Theatre	300
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Grapevine D	Theatre	300
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	San Antonio 3	Conference	10
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	San Antonio 4	Conference	10
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Austin 3	Conference	10
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Austin 4	Conference	10
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Ft. Worth 7	Conference	10
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Ft. Worth 5-6	Schoolroom	20
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	San Antonio 1-2	Schoolroom	20
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	San Antonio 5-6	Schoolroom	20
5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Austin 1-2	Schoolroom	20

5/17/2021	Mon	6:00 AM	11:45 PM	Breakout	Austin 5-6	Schoolroom	20
5/17/2021	Mon	8:00 AM	11:45 PM	24 Hour Hold	Longhorn Hall F		1
5/17/2021	Mon	12:00 PM	1:00 PM	Lunch	Longhorn Hall F	Rounds of 10	2,000
5/17/2021	Mon	6:00 PM	11:45 PM	VIP Reception	Glass Cactus	Special	1
5/18/2021	Tue	1:00 AM	11:45 PM	General Session	Texas Ballroom	Schoolroom	2,000
5/18/2021	Tue	1:00 AM	11:45 PM	VIP Lounge	Grapevine 1-6	Special	200
5/18/2021	Tue	6:00 PM	9:00 PM	VIP Reception	Grapevine 1-6	Cocktail Rounds	250
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Grapevine A, B	Theatre	500
5/18/2021	Tue	1:00 AM	11:45 PM	Speaker Room	Dallas 3-4	Special	1
5/18/2021	Tue	1:00 AM	11:45 PM	Storage	Dallas 5-7	Storage	1
5/18/2021	Tue	1:00 AM	11:45 PM	Office	Dallas 1-2	Special	1
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Grapevine C	Theatre	300
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Grapevine D	Theatre	300
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	San Antonio 3	Conference	10
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	San Antonio 4	Conference	10
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Austin 3	Conference	10
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Austin 4	Conference	10
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Ft. Worth 7	Conference	10
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	San Antonio 1-2	Schoolroom	20
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	San Antonio 5-6	Schoolroom	20
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Austin 1-2	Schoolroom	20
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Austin 5-6	Schoolroom	20
5/18/2021	Tue	1:00 AM	11:45 PM	Breakout	Ft. Worth 5-6	Schoolroom	20
5/18/2021	Tue	1:00 AM	11:45 PM	Registration	Center Prefunction	Registration	2,000
5/18/2021	Tue	1:00 AM	11:45 PM	24 Hour Hold	Texas Prefunction AC		1
5/18/2021	Tue	8:00 AM	5:00 PM	Coffee Break	Texas Prefunction AC	Roll-In	1,500
5/18/2021	Tue	1:00 AM	11:45 PM	24 Hour Hold	Longhorn Hall F		1
5/18/2021	Tue	12:00 PM	1:00 PM	Lunch	Longhorn Hall F	Rounds of 10	2,000
5/19/2021	Wed	1:00 AM	2:00 PM	24 Hour Hold	Longhorn Hall F		1
5/19/2021	Wed	12:00 PM	1:00 PM	Lunch	Longhorn Hall F	Rounds of 10	2,000
5/19/2021	Wed	1:00 AM	5:00 PM	Registration	Center Prefunction	Registration	2,000
5/19/2021	Wed	1:00 AM	5:00 PM	24 Hour Hold	Texas Prefunction AC		1
5/19/2021	Wed	8:00 AM	5:00 PM	Coffee Break	Texas Prefunction AC	Roll-In	1,500
5/19/2021	Wed	1:00 AM	6:00 PM	Office	Dallas 1-2	Special	1
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Grapevine C	Theatre	300
5/19/2021	Wed	1:00 AM	6:00 PM	VIP Lounge	Grapevine 1-6	Special	200
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Grapevine A, B	Theatre	500

5/19/2021	Wed	1:00 AM	6:00 PM	Speaker Room	Dallas 3-4	Special	1
5/19/2021	Wed	1:00 AM	6:00 PM	Storage	Dallas 5-7	Storage	1
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Grapevine D	Theatre	300
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	San Antonio 3	Conference	10
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	San Antonio 4	Conference	10
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Austin 3	Conference	10
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Austin 4	Conference	10
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Ft. Worth 7	Conference	10
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	San Antonio 1-2	Schoolroom	20
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	San Antonio 5-6	Schoolroom	20
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Austin 1-2	Schoolroom	20
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Austin 5-6	Schoolroom	20
5/19/2021	Wed	1:00 AM	6:00 PM	Breakout	Ft. Worth 5-6	Schoolroom	20
5/19/2021	Wed	1:00 AM	8:00 PM	General Session	Texas Ballroom	Schoolroom	2,000

FOOD AND BEVERAGE PRICING; FOOD AND BEVERAGE GUARANTEE

Food and Beverage pricing for the Event will be based on prevailing market conditions at the time of the Event. Current 2017 minimum banquet prices, excluding tax and a service charge, are as follows:

Breakfast		Dinner	
Continental	\$33 - \$36	Plated	\$87 - \$135
Buffet	\$44 - \$49	Buffet	\$105 - \$135
Lunch		Reception	
Plated	\$48 - \$56	<i>Full Bar:</i>	
Buffet	\$58	One Hour	\$20 - \$24
		Two Hours	\$32 - \$36
		Three Hours	\$43 - \$48
Box	\$44 - \$53	Food	
		Hor d'oeuvre & Stations	\$78 - \$103

Applicable taxes and a service charge will be added to all food and beverage pricing. Service Charges for discounted menus will be based on retail pricing. All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel and must be consumed on Hotel premises.

The Hotel is relying on, and the Group agrees to provide, a minimum of \$700,000 (the "F&B Guarantee") plus applicable taxes and service charges. Group agrees that the food and beverage functions listed on the schedule of events are a major component of this Agreement and that the Hotel will suffer damages that will be difficult or impossible to calculate if the Event is held and the Group's actual food and beverage spend falls below the F&B Guarantee. In such event, the Group will pay the Hotel liquidated damages in an amount equal to the difference between (i) the F&B Guarantee and (ii) the actual total food and beverage revenue generated by the functions listed in the Event's program schedule. Group agrees that such damages are a reasonable estimate of the Hotel's actual damages and not a penalty. These liquidated damages are due within 30 days of the date such damages are incurred, and accrue interest at the rate of 1.5 percent per month (or, if less, the maximum amount permitted by law).

Gaylord Texan is pleased to recommend:

FREEMAN is the world's leading provider of integrated services for face-to-face marketing. As a strategic based event partner, FREEMAN is the one source for all your exposition and convention service needs. They are conveniently located on property to assist you and your exhibitors. FREEMAN specializes in logistical solutions including exhibit booth programs, corporate events, custom carpet, furniture rental, floor plan design, digital graphic

& design production, rental displays, group registration areas, staging/plush draping and material handling services. FREEMAN can also provide strategic solutions by developing social media integration, virtual extension components and ROI measurement to insure your organization achieves its immediate goals and continues its growth into the future. For more information visit the FREEMAN website at www.freemanco.com. Contact: Beth Coffey at 407-313-5850 or 407-586-2209.

For over 50 years *PSAV Presentation Services* has specialized in the planning, production, and execution of complex presentations and events all over the world. They are one of the world's leading providers of event technology and integrated services for corporate events, conventions, exhibitions and awards shows. PSAV Presentation Services is honored to serve as the preferred in-house staging, production and audio visual services contractor and exclusive rigging services provider for Gaylord Hotels. With multiple offices and dedicated technical support on property, PSAV is positioned to properly assist you and your guests. PSAV Presentation Services is dedicated to providing a remarkable experience for event managers, exhibitors and attendees alike. For more information, please contact our in-house office at 407-586-2251.

Hello Florida! is a full service destination management company focused on the success of our clients. Our services include transportation, hospitality staff, customized themed events, décor and entertainment, tours and activities, teambuilding events, and access to Florida's premier venues. Our integrity, enthusiasm and commitment to excellence make us the leader in the industry today, and tomorrow. Please call Stephanie Hotchkiss at 407-586-2352 or shotchkiss@hello-florida.com for more information.

Relâche, our on-site resort spa, was designed with groups in mind. This 25,000-square-foot European-inspired spa features 25 massage, body and skin care treatment suites; a full-service salon; and a complete fitness center. Feel free to contact our Spa Sales Manager at (407) 586-4772, for more information about the range of services offered, including fitness breaks during your meetings.

AFFILIATE GROUPS

So that we may accommodate any groups that are meeting in conjunction with your convention, please indicate which of the following procedures will be used by your group:

Approximate number of affiliate groups anticipated: _____

- ☒ Approval must go through headquarters for function space.
☐ Notify headquarters of affiliate group, but prior approval of space is not required.
☐ Headquarters does not require any knowledge of any affiliate group.

Charges for function space required for affiliate groups will be negotiated at such time as space is requested.

PERFORMANCE CLAUSE

It is understood that the booking of Gaylord Texan for Ramsey Solutions EntreLeadership Summit May 2021 is part of the following multiple bookings with Gaylord Hotels (each, a "Prior Event"): Ramsey Solutions EntreLeadership Summit May 2020 at Gaylord Palms and Ramsey Solutions EntreLeadership Summit May 2022 at Gaylord Rockies. Ramsey Solutions will have the right to cancel this Agreement without liability in the event of the following: (i) if, within thirty (30) days following the last day of the Prior Event, Ramsey Solutions gives written notice to Gaylord Hotels detailing material service or performance issues by Gaylord Hotels at the Prior Event; and (ii) the Hotel does not propose and implement a plan addressing the issues raised in Ramsey Solutions notice.

ATTRITION

Hotel is relying upon Group's use of the Room Night Commitment. Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than 80% of the Room Night Commitment.

If Group's actual usage is less than 80% of the Room Night Commitment, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Group's actual

usage, multiplied by the average group room rate, plus applicable taxes.

CANCELLATION POLICY

Group agrees that it bears responsibility for payment for the Room Block and the F&B Guarantee. Group also agrees that the Hotel will suffer actual harm that will be difficult to determine if the Group cancels this Agreement after the date hereof for reasons other than those specified in this Agreement. The Group will pay as liquidated damages to the Hotel, depending upon the timing of such cancellation, the following amounts, as a reasonable estimate of harm to Hotel for the cancellation:

CANCELLATION POLICY

Group agrees that it bears responsibility for payment for the Room Block and the F&B Guarantee. Group also agrees that the Hotel will suffer actual harm that will be difficult to determine if the Group cancels this Agreement after the date hereof for reasons other than those specified in this Agreement. The Group will pay as liquidated damages to the Hotel, depending upon the timing of such cancellation, the following amounts, as a reasonable estimate of harm to Hotel for the cancellation:

<u>Time Period of Cancellation</u>	<u>Amount of Liquidated Damages Due</u>
0- 180 days prior to arrival (inside 6mo)	100% of total room revenue plus 75% of F&B Guarantee
181 -365 days prior to arrival (6mo-1yr)	75% of total room revenue* plus 50% of F&B Guarantee
366-551 days prior to arrival (1 yr-1.5yr)	40% of total room revenue*
552 - 912 days prior to arrival (1.5-2.5yrs)	10% of total room revenue*
913-1095 days prior to arrival (2.5-3yrs)	\$25,000
1096 days-from contract signing (3- 3.5yrs)	\$10,000

BONUS DEAL On or before May 1, 2019 (Gaylord TEXAN) and May 1, 2020 (GAYLORD ROCKIES) Ramsey Solutions may release up to 50% of total room block without penalty. A proportionate reduction in meeting space and concessions will apply so Hotel is able to resell the released sleeping rooms. Ramsey Solutions will be responsible for the entire revised room block if this reduction is taken at 100%, no further attrition will be allowable. Should Group decide to exercise the BONUS DEAL or 50% room night reduction, then should the Group cancel their contract after this reduction, the cancellation amounts will remain based on the original contracted room block.

*The term "total room revenue" means the dollar amount equal to the Room Block multiplied by the Group's average room rate, exclusive of resort fee.

Such amount (the "Cancellation Charge") will be due and payable due within 30 days of the date of cancellation, and accrue interest at the rate of 1.5 percent per month (or, if less, the maximum amount permitted by law). If required by the applicable jurisdiction, the Group will pay sales and/or other applicable taxes with respect to the Cancellation Charge outlined above.

CANCELLATION IN EVENT OF CHANGE IN MEETING SITE

Notwithstanding any other provision of this Agreement, the Group agrees that it has no right to cancel this Agreement for the purpose of changing its meeting site to another city or location, and in such event, regardless of the date of cancellation of the Agreement, the Group will owe liquidated damages equal to 100% of total room revenues plus applicable tax, to be received by the Hotel from your event for guest rooms comprising the Room Block.

FOR CAUSE TERMINATION

Should it be impossible for the group to perform its obligations under the Agreement as a result of Dave Ramsey's unforeseen death or disability, the Hotel shall refund all deposits and/or prepayments made by the Group within thirty (30) days of receipt of the notice of termination. Group must notify Hotel within Ten (10) days of such occurrence.

Notwithstanding any provision to the contrary herein, Group may at any time terminate this Agreement without penalty in the event Hotel, its parent, subsidiary or affiliated businesses, principals or executives become engaged in, accused of or subject to any public scandal, political controversy, crime, fraud or other event that in Group's sole

judgment will impair or damage its brand or good will by hosting an event at Hotel. In such event, Group shall provide prompt notice and the Hotel shall refund all deposits and/or prepayments made by the Group within thirty (30) days of receipt of the notice of termination.

PERFORMANCE LICENSES

Ramsy Solutions will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Ramsey Solutions may use or request to be used at the Hotel.

FORCE MAJEURE

Either party may be excused from performance without liability if circumstances beyond its reasonable control, such as acts of God, war, acts of domestic terrorism, strikes or similar circumstances, make it illegal or impossible to provide or use the Hotel facilities. The ability to terminate pursuant to this clause is conditioned upon delivery written notice to the other party setting forth the basis for such termination within ten (10) days after learning of such basis.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Ramsy Solutions understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMMUNICATIONS BETWEEN THE PARTIES

Notices sent between the parties may be sent via regular mail, with the effective date as of the date of mailing, or by Federal Express or other overnight delivery service, with the effective date the date of receipt, or by facsimile, with the effective date as of the date shown on the confirmation of receipt. Copies or facsimiles shall be considered as valid as original documents.

RENOVATION/REMODELING

As of the date of the signing of this Contract, Hotel has no plans for renovation or remodeling of any facilities over the program dates, which will be utilized by Group pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, Hotel confirms any plans to remodel or renovate its facilities over the Event dates, Hotel agrees to inform your group in writing of the following:

- Planned scope of project;
- Schedule for commencement and completion;
- Anticipated impact project will have on areas to be utilized by your group;
- Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not interfere with Group's use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Contract as may be necessary to reasonably accommodate both parties' interests.

DISHONORED RESERVATIONS

If the Hotel is unable to provide a room to a Group attendee holding an accepted or confirmed reservation, Hotel may provide alternative accommodations to such attendee (an "Affected Attendee") without such action constituting a breach of this Agreement, provided the terms and conditions of this paragraph are followed. In such an event, the Hotel will provide, at its cost, the substitute hotel accommodations to the Affected Attendee and transportation to and from the substitute hotel for each day that Hotel cannot provide a room. Upon return to the Hotel, the Hotel will provide a note of apology, and every attempt will be made to place the guest in an upgraded room.

SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of the Agreement shall continue in full force and effect.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulation and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA. Ramsey Solutions agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Ramsey Solutions is aware.

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Ramsey Solutions agree to cooperate with each other to ensure compliance with such laws.

EXECUTION; ASSIGNMENT; AMENDMENTS

By execution of this Agreement, the parties specifically acknowledge and agree that this Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, shall act as the binding obligation of the parties, and the individual party signing this Agreement on behalf of a party has the requisite power and authority to bind such party. No modification, amendment of, or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by both parties. The Hotel may require ancillary terms under this Agreement, such as its Policies and Procedures and Banquet Event Orders, and such terms, to the extent not inconsistent with the provisions of this Agreement, shall be binding upon the Group.

INDEMNIFICATION

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Ramsey Solutions agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Ramsey Solutions will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

ACCEPTANCE

When presented by the Hotel to Ramsey Solutions, this document is an invitation by the Hotel to Ramsey Solutions to make an offer. Upon signature by Ramsey Solutions, this document will be an offer by Ramsey Solutions. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Ramsey Solutions at any time prior to Ramsey Solutions execution of this document, the outlined format and dates will be held by the Hotel for Ramsey Solutions on a first-option basis until Friday, December 22, 2017. If Ramsey Solutions cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Ramsey Solutions and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Ramsey Solutions.

Name: (Print) Joe Leavitt

Title: (Print) Director of Event Production, Ramsey Solutions

Signature:



Date:

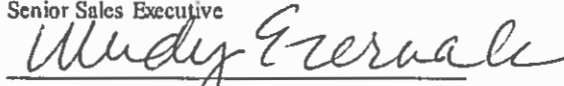
12/26/17

Approved and authorized by Hotel:

Name: (Print) Wendy Ezernack

Title: (Print) Senior Sales Executive

Signature:



Date:

12/29/17

**AMENDMENT TO AGREEMENT
BETWEEN
RAMSEY SOLUTIONS
AND
GAYLORD TEXAN RESORT**

THIS AMENDMENT (this "Amendment"), made and entered into as of June 29, 2020 (the "Effective Date"), is by and between Gaylord Texan Resort & Convention Center ("Hotel") and Ramsey Solutions ("Group").

WHEREAS, Hotel and Group are currently parties to an agreement, dated December 29, 2017 (the "Agreement") with respect to the meeting to be held at the Hotel on May 14-19, 2021 (the "Event"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Revised Room Block for the Event.** The Hotel will modify the room block reserved by Group for the Event, as set forth under the heading "GUEST SLEEPING ROOM BLOCK" in the Agreement, as follows:

Original Room Block:

	5/14/21	5/15/21	5/16/21	5/17/21	5/18/21	5/19/21	TOTAL
Executive Suite		5	30	30	30	30	125
Deluxe Suite		5	30	30	30	30	125
Presidential		6	6	6	6	6	30
Lone Star		20	200	200	200	50	670
Staff	20	41	80	80	80	80	381
Attendee		53	1129	1129	1129	360	3800
Total	20	130	1475	1475	1475	556	5131

Revised Room block as of March 8, 2019:

	5/14/21	5/15/21	5/16/21	5/17/21	5/18/21	5/19/21	TOTAL
Executive Suite		5	30	30	30	30	125
Deluxe Suite		5	30	30	30	30	125
Presidential		6	6	6	6	6	30
Lone Star		20	200	200	200	50	670
Staff	20	41	80	80	80	80	381
Attendee		53	1304	1354	1354	360	4425
Total	20	130	1650	1700	1700	556	5756

Revised Room Block as of June 29, 2020:

	5/13/21	5/14/21	5/15/21	5/16/21	5/17/21	5/18/21	5/19/21	5/20/21	5/21/21	TOTAL
Executive Suite			5	30	30	30	30			125
Deluxe Suite			5	30	30	30	30			125
Presidential			6	6	6	6	6			30
Lone Star			20	200	200	200	50			670
Staff		20	41	80	80	80	80			381
Attendee	10	15	153	1049	1099	1099	505	15	10	4081
Platinum				75	75	75	75			300
Protected				55	55	55	55			220
Total	10	35	230	1525	1575	1575	831	15	10	5806

Original Contracted Room Block: 5131

Total Revised Block as of March 8, 2019: 5756

Total Revised Room Block as of June 29, 2020: 5806

The provisions of the Agreement under the heading "ATTRITION" will remain in effect, and Group will be permitted the allowable rooms attrition of 85% contained in the Addendum dated March 8, 2019 and will be based on the revised room block of 5806 total room nights.

2. **Damages Upon Cancellation of Event.** Notwithstanding the provisions of this Amendment, in the event that the group elects to cancel the Event, the liquidated damages amounts payable pursuant to the provisions for cancellation under the heading "CANCELLATION POLICY" in the Agreement will be based on the revised room block stated above.

The group expressly acknowledges this additional amount is reasonable in consideration for Hotel's agreement to change the agreed room block for the Event.

3. **Other Revisions to Agreement.** The Agreement is further modified as follows:


Group will release all Vineyard Tower space for the entirety of the event to include:

- Tate Ballroom
- Mesilla 1-2
- High Plains 1-3
- Escondido 1-3
- San Saba 1
- Texoma 1-3
- Davis 1, 2, 3, 4
- Vineyard Boardroom

4. **Other Terms.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. The parties hereto agree that the Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms. This Amendment may be executed simultaneously in one or more counterparts and/or by facsimile.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be entered into as of the date first set out above by themselves or their duly authorized representatives. To signify your approval, please sign a copy of this letter and return by July 3, 2020 via email to lduncan@gaylordhotels.com.

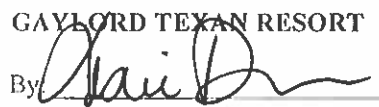
RAMSEY SOLUTIONS

By: 

Title: *Director Event Production*

Date: *7/1/2020*

GAYLORD TEXAN RESORT

By: 

Title: *Senior Event Manager*

Date: *07/02/2020*